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WILLIAM NORMAN BROOKS, III

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

WILLIAM NORMAN BROOKS, III,	}	Case No.: 4:22-cv-01916-JST
ON BEHALF OF HIMSELF AND ALL OTHERS		
SIMILARLY SITUATED		
Plaintiff,	}	FIRST AMENDED CLASS ACTION
		COMPLAINT
vs.	}	Fair Credit Reporting Act
LUNDQUIST CONSULTING, INC.,		California Consumer Credit Reporting
		Agencies Act
Defendant.		Defamation
		Cal. Bus & Prof. Code § 17200

JURY TRIAL DEMANDED

1 Plaintiff, William Norman Brooks, III, by undersigned counsel, alleges as
2 follows:

3 **INTRODUCTION**

4 1. This is a consumer class action brought for violations of the Fair Credit
5 Reporting Act, 15 U.S.C. § 1681, *et seq.* (“FCRA”) and the California Consumer
6 Credit Reporting Agencies Act, Cal. Civ. Code § 1785 *et seq.* (“CCRAA”) against
7 Defendant Lundquist Consulting, Inc. (“LCI”) in connection with its sale of
8 inaccurate bankruptcy records to third parties. LCI deprives consumers of the rights
9 under the FCRA by failing to comply with the law and refusing to adopt procedures
10 to assure the maximum possible accuracy of the bankruptcy records it prepares and
11 sells about individual consumers, and failure to provide consumers with file
12 disclosures upon request.

13 2. Specifically, this case deals with LCI’s practices for preparing and
14 selling to banks and other third parties records of the filing of bankruptcy
15 proceedings, and/or updates regarding existing bankruptcy proceeding. These
16 records attribute such bankruptcy records to individual consumers without using all
17 of the available personal identifying information available on the public record,
18 including full social security numbers, middle names, and generational suffixes. As
19 a result of this matching logic, LCI prepares and delivers reports about many
20 consumers, including Plaintiff, which inaccurately attribute a bankruptcy record
21 to an unrelated consumer.

22 3. LCI compounds these errors by routinely failing to respond to
23 consumer requests for information, hindering consumers’ ability to review and
24 dispute inaccurate information and prevent future inaccurate reports from being sold
25 in the future.

26 4. To the extent Defendant asserts that it is not a consumer reporting
27 agency within the meaning of the FCRA or a consumer credit reporting agency
28 within the meaning the CCRAA, Plaintiff asserts in the alternative to his FCRA and

1 CCRAA claims that Defendant's practices discussed herein constitute defamation
2 within the meaning of California law, and are unlawful, unfair, or fraudulent
3 business practices under California Unfair Competition Law, Cal. Bus. & Prof. Code
4 §17200 *et seq.* ("UCL").

5 5. Defendant's practices harm consumers by prejudicing their prospective
6 creditors which inaccurate, adverse information stating that the individual has filed
7 for bankruptcy when they in fact have not.

8 JURISDICTION

9 6. The California Superior Court has jurisdiction over this action pursuant
10 to California Constitution Article VI, § 10, which grants the Superior Court "original
11 jurisdiction in all cases except those given by statute to other trial courts." This case
12 does not include any statutory claims which would grant exclusive jurisdiction to
13 any other trial court in California.

14 7. The California Superior Court has jurisdiction over the Defendant
15 named herein because, based on information and belief, the Defendant is a
16 corporation or association authorized to do business in California and registered with
17 the California Secretary of State, or does sufficient business, has sufficient minimum
18 contacts in California, is a citizen of California, or otherwise intentionally avails
19 itself of the California market through the promotion, sale, marketing and/or
20 distribution of goods and services in California and thereby having such other
21 contacts with California so as to render the exercise of jurisdiction over it by the
22 California courts consistent with traditional notions of fair play and substantial
23 justice.

24 8. On March 28, 2022, Defendant removed this matter, originally filed in
25 California Superior Court, to this Court, asserting that federal jurisdiction is proper.
26 ECF 1.

DIVISIONAL ASSIGNMENT

9. Venue is proper in the San Mateo County Superior Court pursuant to California Code of Civil Procedure section 395.5 because Defendant LCI is a business located in San Mateo County, and the obligation or liability arises in the County of San Mateo and/or the breach occurred in the County of San Mateo.

10. Pursuant to Civil L.R. 3-2, assignment to the Oakland Division is proper following removal because Defendant LCI is located in San Mateo County.

THE PARTIES

11. Plaintiff, William Norman Brooks, III, is an adult individual residing in San Diego County, California.

12. Defendant Lundquist Consulting, Inc. ("LCI") has a principal place of business at 111 Anza Boulevard Suite 310, Burlingame, CA 94010, and conducts business within this judicial district and throughout the State of California.

13. LCI a consumer reporting agency within the meaning of 15 U.S.C. 1681a(f) and a consumer credit reporting agency within the meaning of CCRAA § 1785.3(d) because it regularly and the ordinary course of business assembles consumer information for the purposes of furnishing consumer reports to third parties in exchange for a fee.

14. The causes of action herein also pertain to Plaintiff's "consumer report" and/or "consumer credit report" as those terms is defined by 15 U.S.C. § 1681a(d) and Cal. Civ. Code §1785.3(c), in that inaccurate representations of Plaintiff's credit worthiness, credit standing, and credit capacity were made via written, oral, or other communication of information by a consumer credit reporting agency, which is used or is expected to be used, or collected in whole or in part, for the purposes of serving as a factor in establishing Plaintiff's eligibility for, among other things, credit to be used primarily for personal, family, household and employment purposes.

FACTUAL ALLEGATIONS

Defendant's Compilation and Sale of Bankruptcy Information

15. LCI regularly and in the course of its business obtains information regarding individuals who have filed for bankruptcy for the purpose of selling bankruptcy records to third parties who wish to determine whether a particular person has filed for bankruptcy.

16. LCI holds itself as having “the best and largest set of bankruptcy information available anywhere.”¹

17. Among LCI’s products and services offered to third parties for a fee is its “Bankruptcy Notification Service” which purports to identify when a particular individual has filed for bankruptcy.²

18. LCI purported to “[e]nsure certainly with accurate matches using our proprietary algorithm[.]”³

19. Upon information and belief, LCI’s algorithm compares publicly available information from bankruptcy court filings with the personal identification information of individuals provided by its customers.

20. When LCI determines through use of its standardized algorithm, that an individual has filed for bankruptcy, it provides its customer(s) with a report containing information relating to the bankruptcy it attributes to the individual.

21. The report is intended to convey to LCI’s customer that the individual who is the subject of the report is the individual who filed the bankruptcy.

22. The data and reports LCI sells are used and expected to be used for multiple purposes governed by 15 U.S.C. § 1681b and the public records data

¹ See <https://www.lciinc.com/about-us/> (last visited Dec. 29, 2021).

² See <https://www.lciinc.com/solutions/products/portfolio-monitoring/bankruptcy-notifications/> (last visited Dec. 29, 2021).

³ *Id.*

1 included in each report bears on the credit history, credit worthiness, reputation,
2 personal characteristics and mode of living of each respective consumer.

3 23. Such reports are “consumer reports” within the meaning of the FCRA
4 and “consumer credit reports” within the meaning of the CCRAA.

5 24. LCI’s algorithm regularly fails to use all of the personal identifying
6 information publicly available on bankruptcy filings, including, exact first, middle,
7 and last names, any generational suffix (e.g., Sr., Jr.), and addresses associated with
8 the filer.

9 25. As a result, LCI regularly publishes to third parties reports that attribute
10 a bankruptcy filing to a person who has not in fact filed for bankruptcy.

11 26. Such errors can be identified through reference to publicly available
12 bankruptcy records and LCI’s internal records of reports published to third parties.

13 27. LCI nevertheless unreasonably fails to account for this information
14 which would prevent it from selling inaccurate bankruptcy records to its customers.

15 ***Defendant Fails to Respond to Consumer Requests for Information***

16 28. The FCRA is intended “to protect consumers from the transmission of
17 inaccurate information about them, and to establish credit reporting practices that
18 utilize accurate, relevant, and current information in a confidential and responsible
19 manner.” *Cortez v. Trans Union, LLC*, 617 F.3d 688, 706 (3d Cir. 2010).

20 29. In furtherance of that goal, the FCRA mandates that each CRA provide
21 consumers with access to the information sold about them to third parties and also
22 provide consumers with an opportunity to review and dispute any inaccuracies in
23 their credit files. *See* 15 U.S.C. §§ 1681g(a) and 1681i(a).

24 30. Specifically, each CRA is required by the FCRA to provide consumers
25 with copies of their consumer files without charge every twelve months, after a credit
26 denial and in other limited circumstances. *See* 15 U.S.C. § 1681g(a).

1 31. “Congress clearly intended the protections of the FCRA to apply to all
2 information furnished or that might be furnished in a consumer report” and an FCRA
3 “ ‘file’ denotes all information on the consumer that is recorded and retained by a
4 consumer reporting agency that might be furnished, or has been furnished, in a
5 consumer report on that consumer.” *Cortez*, 617 F.3d at 711-12 (*citing Gillespie v.*
6 *Trans Union Corp.*, 482 F.3d 907, 909 (7th Cir. 2007)).

7 32. After obtaining and reviewing a copy of their files, consumers have the
8 right to dispute any inaccurate information in their credit files, and to have errors
9 corrected by the CRA, usually within 30 days of their disputes. *See* 15 U.S.C. §
10 1681i(a).

11 33. Despite being regulated by the FCRA and CCRAA, LCI fails to comply
12 with the important consumer-protection provisions of these statutes which require
13 consumer reporting agencies to disclose to consumers all information compiled and
14 maintained about them upon request.

15 34. Unlike the majority of consumer reporting agencies, LCI does not
16 provide any information on its website for consumers who wish to make requests for
17 information.

18 35. Furthermore, as a matter of common practice, LCI does not respond to
19 consumer requests for information by providing a file disclosure as required by the
20 FCRA and CCRAA.

21 ***The Experience of Plaintiff William Norman Brooks, III***

22 36. Plaintiff, William Norman Brooks, III has never filed for bankruptcy.

23 37. Plaintiff has held various accounts with Bank of America, N.A.
24 (“BofA”) over the past ten years, including but not limited to a line of credit and a
25 credit card.
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27
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1 38. On January 3, 2020, an individual named William E. Brooks filed for a
2 Chapter 13 bankruptcy in Mobile, Alabama. *See* Case No. 20-10014 (Bkry. S.D.
3 Ala.) at ECF 1 (herein, the “Alabama Bankruptcy”).

4 39. The publicly available record of the Alabama Bankruptcy filing
5 identifies one of the debtors as “William Eugene Brooks.” *Id.*

6 40. Defendant, LCI, obtained a record of the Alabama Bankruptcy filing
7 and matched it to Plaintiff William Norman Brooks, III using its proprietary
8 matching algorithm.

9 41. Plaintiff has never lived in Alabama. Furthermore, his middle name is
10 “Norman,” and he consistently uses the generational suffix “III.”

11 42. The public record of the Alabama bankruptcy that LCI attributed to
12 Plaintiff plainly shows that the filer used the full middle name “Eugene.”

13 43. Furthermore, the public record of the Alabama bankruptcy filing does
14 not include any Bank of America accounts.

15 44. Pursuant to the terms of its regular business relationship with BofA,
16 Defendant LCI nonetheless communicated to BofA a report attributing the Alabama
17 Bankruptcy to Plaintiff.

18 45. The report communicated to BofA that Plaintiff was the individual who
19 filed the Alabama Bankruptcy.

20 46. The report was false, because Plaintiff has never filed for bankruptcy.

21 47. Plaintiff received two letters from BofA dated January 6, 2020 and
22 January 8, 2020.

23 48. Each letter advised him, among other things, that it had “received
24 notification of a bankruptcy filing by or against [him]” and that it was “suspending
25 [his] access to [his] funds from [his] line of credit” as of 01/06/2020.

26 49. As a result of LCI’s inaccurate reporting of the bankruptcy, BofA cut
27 off Plaintiff’s access to his line of credit and credit card accounts.
28

1 50. Furthermore, LCI's inaccurate report attributing a bankruptcy to
2 Plaintiff resulted in a substantial drop in Plaintiff's his credit score.

3 51. On March 16, 2020, Plaintiff was denied financing solely because of
4 the inaccurate attribution of the Alabama Bankruptcy to Plaintiff.

5 52. On or about September 10, 2021, Plaintiff learned through separate
6 litigation against BofA that LCI was the entity from which BofA "received
7 notification of a bankruptcy filing" as stated in its letters.

8 53. LCI's website provides no online method by which a consumer can
9 obtain a copy of his/her consumer report, nor does it provide information on how a
10 consumer report can be obtained.

11 54. As the LCI website displays the logo of its parent company, Verisk
12 Financial, Inc., more prominently than its own logo,⁴ Plaintiff sent a letter to Verisk
13 requesting a copy of his consumer file on September 16, 2021.

14 55. As of the date of this filing, Plaintiff did not receive his consumer file
15 from Verisk.

16 56. On December 8, 2021, Plaintiff sent a request to LCI seeking disclosure
17 of his file.

18 57. LCI did not provide any response to Plaintiff's request.

19 58. LCI repeatedly and continuously acted, and continues to act, in reckless
20 or conscious disregard of Plaintiff's rights. LCI's actions, and its inaction, continue
21 to cause great distress to Plaintiff. As a direct result of LCI's conduct, Plaintiff
22 suffered anguish, embarrassment, anxiety, distress, feelings of hopelessness, and
23 sleepless nights.

24 **CLASS ACTION ALLEGATIONS**

25 59. Plaintiff brings this action on behalf of the following Classes:
26
27

28 ⁴ *Id.*

- 1 (a) **Nationwide inaccuracy class**: All persons residing in the United
2 States and its Territories, beginning five (5) years prior to the
3 filing of this Complaint and continuing through the resolution of
4 the case, about whom Defendant sent a communication
5 attributing a record related to a bankruptcy for whom the
6 personal identifying information available in the public record of
7 the bankruptcy does not match the account holder's personal
8 identifying information.
- 9 (b) **California inaccuracy subclass**: All persons residing in the
10 State of California, beginning five (5) years prior to the filing of
11 this Complaint and continuing through the resolution of the case,
12 about whom Defendant sent a communication attributing a
13 record related to a bankruptcy for whom the personal identifying
14 information available in the public record of the bankruptcy does
15 not match the account holder's personal identifying information
- 16 (c) **Nationwide failure to disclose class**: All persons residing in the
17 United States and its Territories, who, beginning five (5) years
18 prior to the filing of this Complaint and continuing through the
19 resolution of the case, made a request for information to
20 Defendant and to whom Defendant did not provide all
21 information in its files in response.
- 22 (d) **California failure to disclose subclass**: All persons residing in
23 the State of California who, beginning five (5) years prior to the
24 filing of this Complaint and continuing through the resolution of
25 the case, made a request for information to Defendant and to
26 whom Defendant did not provide all information in its files in
27 response.
28

1 60. Plaintiff seeks certification of the above Classes pursuant to Rule
2 23(b)(2) and (3).

3 61. The Classes are so numerous that joinder of all members is
4 impracticable. Although the precise number of Class members is known only to
5 Defendants, Plaintiff avers upon information and belief that the Classes number in
6 the hundreds or thousands.

7 62. There are questions of law and fact common to the Classes that
8 predominate over any questions affecting only individual Class members. The
9 principal questions concern whether Defendant's practices with respect to attributing
10 bankruptcy records to individuals and selling such records to third parties, and
11 disclosing information to consumers was in willful and/or negligent violation of the
12 FCRA and/or CCRAA, and/or constituted an unlawful, unfair, or fraudulent business
13 practices, by failing to follow reasonable procedure to assure the maximum possible
14 accuracy of bankruptcy information, and disclosing such information to consumers
15 upon request.

16 63. Plaintiff's claims are typical of the claims of the Classes, which all arise
17 from the same operative facts and are based on the same legal theories.

18 64. Plaintiff will fairly and adequately protect the interests of the Classes.
19 Plaintiff is committed to vigorously litigating this matter. Further, Plaintiff has
20 secured counsel who are very experienced in handling consumer class actions.
21 Neither Plaintiff nor his counsel have any interests which might cause them not to
22 vigorously pursue this claim.

23 65. This action should be maintained as a class action because the
24 prosecution of separate actions by individual members of the Classes would create
25 a risk of inconsistent or varying adjudications with respect to individual members
26 which would establish incompatible standards of conduct for the parties opposing
27 the Classes, as well as a risk of adjudications with respect to individual members
28 which would as a practical matter be dispositive of the interests of other members

not parties to the adjudications or substantially impair or impede their ability to protect their interests.

66. Defendant has acted or refused to act on grounds generally applicable to the Classes, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the CCRAA and/or UCL claims.

67. Whether Defendant violated the UCL and/or CCRAA can be easily determined by Defendant's policies and a ministerial inspection of Defendant's business records.

68. A class action is a superior method for the fair and efficient adjudication of this controversy. Management of the Classes' claims is likely to present significantly fewer difficulties than those presented in many individual claims. The identities of the Class members may be derived from Defendant's records and publicly available records.

COUNT I
15 U.S.C. § 1681e(b)

Plaintiff Brooks Individually and on behalf of the Nationwide Inaccuracy Class

69. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

70. Pursuant to sections 1681n and 1681o of the FCRA, Defendant is liable for negligently and willfully failing to follow reasonable procedure to assure maximum possible accuracy of the consumer reports it sold in violation of 15 U.S.C. § 1681e(b) about Plaintiff and the Class by selling consumer reports attributing bankruptcy records to consumers when the public records of such bankruptcies contained identifying information which would have disqualified any match.

WHEREFORE, Plaintiff respectfully prays that an order be entered certifying the proposed Class under Rule 23 of the Federal Rules of Civil Procedure and appointing Plaintiff and his counsel to represent the Class; that judgment be entered

for Plaintiff and the Class against Defendant for statutory, actual and punitive damages for violation of 15 U.S.C. § 1681e(b), pursuant to 15 U.S.C. §§ 1681n and 1681o; that the Court award costs and reasonable attorney's fees, pursuant to 15 U.S.C. §§ 1681n and 1681o; and that the Court grant such other and further relief as may be just and proper.

COUNT II
15 U.S.C. § 1681g

Plaintiff Brooks Individually and on behalf of the Nationwide Disclosure Class

71. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

72. Pursuant to section 1681n and 1681o of the FCRA, Defendant is liable for willfully failing to provide consumers throughout the United States such as Plaintiff, upon request, with all information in the consumer's file in violation of 15 U.S.C. § 1681g.

WHEREFORE, Plaintiff respectfully prays that an order be entered certifying the proposed Class under Rule 23 of the Federal Rules of Civil Procedure and appointing Plaintiff and his counsel to represent the Class; that judgment be entered for Plaintiff and the Class against Defendant for statutory and punitive damages for violation of 15 U.S.C. § 1681g, pursuant to 15 U.S.C. § 1681n; that the Court award costs and reasonable attorney's fees, pursuant to 15 U.S.C. § 1681n; and that the Court grant such other and further relief as may be just and proper.

COUNT III
Cal. Civ. Code § 1785.14(b)

Plaintiff Brooks Individually and on behalf of the California Inaccuracy Subclass

73. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

74. Pursuant to Cal. Civ. Code § 1785.14(b), Defendant is liable for violating the CCRAA by failing to follow reasonable procedures to assure

1 “maximum possible accuracy” of the reports it sold, in violation of Cal. Civ. Code §
 2 1785.14(b) with respect to Plaintiff Plaintiff and the Class by selling consumer
 3 reports attributing bankruptcy records to consumers when the public records of such
 4 bankruptcies contained identifying information which would have disqualified any
 5 match.

6 WHEREFORE, Plaintiff respectfully prays that an order be entered certifying
 7 the proposed Class under Rule 23 of the Federal Rules of Civil Procedure and
 8 appointing Plaintiff and his counsel to represent the Class; that judgment be entered
 9 for Plaintiff and the Class against Defendant for damages of \$100 to \$5,000 per Class
 10 member per violation under the CCRAA; that judgment be entered for Plaintiff and
 11 the Class against Defendant for actual damages under the CCRAA; that judgment
 12 be entered for Plaintiff and the Class against Defendant for actual damages under
 13 the CCRAA; that the Court award injunctive relief under the CCRAA; that the Court
 14 award costs and reasonable attorney’s fees under the CCRAA; and such other and
 15 further relief as may be necessary, just and proper.

17 **COUNT IV**

18 **Cal. Civ. Code § 1785.10, 1785.15**

19 *Plaintiff Brooks Individually and on behalf of the Claifornia Inaccuracy Subclass*

20 75. Plaintiff incorporates by reference all of the above paragraphs of this
 21 Complaint as though fully stated herein.

22 76. Pursuant to CAL. CIV. CODE § 1785.31, Defendant is liable for
 23 violating the CCRAA by failing to provide California consumers, upon request,
 24 with a copy of their disclosure containing all information on that consumer in
 25 violation of CAL. CIV. CODE §§ 1785.10 and 1785.15 with respect to Plaintiff and
 26 the Class.

WHEREFORE, Plaintiff respectfully prays that an order be entered certifying the proposed Class under Rule 23 of the Federal Rules of Civil Procedure and appointing Plaintiff and his counsel to represent the Class; that judgment be entered for Plaintiff and the Class against Defendant for damages of \$100 to \$5,000 per Class member per violation under the CCRAA; that the Court award injunctive relief under the CCRAA; that the Court award costs and reasonable attorney's fees under the CCRAA; and such other and further relief as may be necessary, just and proper.

COUNT V
Defamation

*Plaintiff Brooks Individually and on behalf of the Nationwide Inaccuracy Class
and California Inaccuracy Subclass,
in the alternative to Counts I and III*

77. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

78. In communicating to BofA and/or its other customers that bankruptcy proceedings pertained to Plaintiff and Class members, LCI expressed purportedly factual statements about Plaintiff and Class members, indicating that Plaintiff and Class members had filed for bankruptcy.

79. LCI intentionally communicated these statements about Plaintiff and Class members to its customers pursuant to its standardized policies and procedures, including but not limited to its proprietary algorithm.

80. On information and belief, LCI's customers, including but not limited to BofA, understood these statements to refer to Plaintiff and Class members, and specifically to mean that Plaintiff and Class members had filed for bankruptcy.

81. The communications LCI provided to its customers about Plaintiff and Class members were false. As shown by the publicly available personal identifying

1 information of the bankruptcy records, Plaintiff and Class members had different
2 personal identifiers than those of the individual who actually filed for bankruptcy.

3 82. LCI made the above-described defamatory statements with actual
4 malice – *i.e.*, with a reckless disregard for their falsity.

5 83. LCI made these statements without privilege or justification.

6 84. The above-described statements concerning Plaintiff and Class
7 members directed injury Plaintiff and Class members by diminishing their credit
8 reputations and credit standing, and/or directly causing them to be denied credit
9 opportunities.

10 85. The above-described statements convey a defamatory meaning, as the
11 attribution of a bankruptcy filing suggests that the consumer is unwilling and/or
12 unable to meet his or her credit obligations.

13 86. It was LCI's expectation and intent that its customers would deny
14 Plaintiff and Class members credit opportunities based upon its representations that
15 they had filed for bankruptcy.

16 87. As a result of LCI's false and defamatory statements, Plaintiff and Class
17 members suffered damages including but not limited to harm to reputation, loss of
18 credit opportunities, time spent to resolve the problem, and/or emotional distress.

19 WHEREFORE, Plaintiff respectfully prays that an order be entered certifying
20 the proposed Class under Rule 23 of the Federal Rules of Civil Procedure and
21 appointing Plaintiff and his counsel to represent the Class; that judgment be entered
22 for Plaintiff and the Class against Defendant for damages; and such other and further
23 relief as may be necessary, just and proper.
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COUNT VI

Cal. Bus & Prof. Code § 17200

*Plaintiff Brooks Individually and on behalf of the Nationwide Disclosure Class and
California Inaccuracy Subclass,
in the alternative to Counts II and IV*

88. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

89. Defendant was required to adhere to the requirements of the California Unfair Competition Law (UCL).

90. Defendant's inaccurate reporting and inaccurate disclosures constituted unlawful, unfair and fraudulent business practices.

91. Defendant's practices were unfair because it is unethical, immoral, unscrupulous, oppressive, and substantially injurious to consumers to match them to records of bankruptcy based on insufficient criteria which ignores publicly available personal identifiers that would disqualify a match, and to disseminate inaccurate bankruptcy information to third parties, and to withhold this information from consumers who request it.

92. The harm caused by these business practices vastly outweighs any legitimate utility they possibly could have.

93. Because Plaintiff and the Class will seek credit in the future, there is a real and immediate threat that Plaintiff will suffer the same injury in the future.

94. Plaintiff and the Class are entitled to injunctive relief, restitution of their account funds and credit privileges, and to the recovery of attorneys' fees and costs.

JURY TRIAL DEMAND

95. Plaintiff demands trial by jury on all issues.

PRAYER FOR RELIEF:

WHEREFORE, the Plaintiff seeks relief as follows:

A. An order certifying the Classes pursuant to Fed. R. Civ. P. 23;

1 B. An award of damages for denial of a loan pursuant to 15 U.S.C.
 2 §1681n(a)(1)(A), §1681o(a)(1), Cal. Civ. Code §§ 1785.31(a)(1) and
 3 1785.31(a)(2)(A);

4 C. An award of actual damages for mental anguish, emotional distress,
 5 inconvenience, frustration, embarrassment, and despair, or as the jury may allow at
 6 trial, pursuant to 15 U.S.C. §§1681n(a)(1)(A) and 1681o(a)(1), and CAL. CIV. CODE
 7 §§ 1785.31(a)(1) and 1785.31(a)(2)(A);

8 D. An award of punitive damages, as the Court may allow pursuant to 15
 9 U.S.C. §1681n(a)(1)(A), 15 U.S.C. §1681n(a)(2), and CAL. CIV. CODE §1785.25(a)
 10 and §1785.31(a)(2)(B);

11 E. Restitution of all funds suspended and the value of credit privileges
 12 revoked or terminated;

13 F. Injunctive relief ordering LCI to rectify the credit reporting errors and
 14 change its procedures for attributing bankruptcy information;

15 G. An award for reasonable attorneys' fees and costs to maintain the
 16 instant action pursuant to 15 U.S.C. §§1681n and 1681o, and CAL. CIV. CODE
 17 §§1785.31; and

18 H. Any other equitable relief deemed appropriate.

19
 20 Dated this 29th day of June, 2022.

21 /s/ Tammy Hussin

22 Tammy Hussin, Esq.
 23 HUSSIN LAW FIRM

24 /s/ James A. Francis

25 James A. Francis, Esq.*
 26 FRANCIS MAILMAN
 27 SOUMILAS, PC
 28

1 /s/ Lauren KW Brennan
2 Lauren KW Brennan.*
3 FRANCIS MAILMAN SOUMILAS, PC

4 **Pro Hac Vice*

5 **Attorneys for Plaintiff**
6 **WILLIAM NORMAN BROOKS, III**
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